

# EXHIBIT

## “6”

IN THE FEDERAL HIGH COURT OF NIGERIA  
IN THE PORT HARCOURT JUDICIAL DIVISION  
HELD AT PORT HARCOURT

SUIT NO. FHC/PHC/7/2006

ADmirALITY ACTION IN REM AGAINST THE SHIP M.V. "CRUISER"  
BETWEEN

1. MIDANAG LTD.  
2. SUMERSONS LTD.

PLAINTIFFS

AND

1. M.V. CRUISER  
2. UNIVERSAL NAVIGATION PTE  
SINGAPORE SHIP OWNERS

DEFENDANTS

IN THE MATTER OF VESSEL M.V. "CRUISER"

STATEMENT OF CLAIM

1. The 1<sup>st</sup> plaintiff is a registered Nigerian company engaged in the business of importation and exporting of essential commodities.
2. The 2<sup>nd</sup> plaintiff is a shipping company, agents, managers and charterers of the Defendants vessel for the delivery of the 1<sup>st</sup> plaintiff's cargo from India to Nigeria.
3. The Plaintiff avers that the 1<sup>st</sup> Defendant is the vessel contracted by the 2<sup>nd</sup> Plaintiff Company for the carriage and delivery of the 1<sup>st</sup> Plaintiff's cargo from India to Nigeria.
4. The Plaintiff avers that the 2<sup>nd</sup> Defendants are the owners of the 1<sup>st</sup> Defendants vessel, with their office address which situated outside jurisdiction of this Honourable Court. Thus, the charter party agreement was dated the 4<sup>th</sup> day of August, 2006 as per the bill of lading with reference No. C 12. The charter party agreement was entered to cargo and deliver the 1<sup>st</sup> plaintiff goods at Tumon Island Port, Lagos and/or Port Harcourt, Nigeria.
5. The Plaintiff avers that 22,902 metric tons of 45,000.00 bags of 50kg Indian Long Grain parboiled Rice, Non-Basmati, R111, Saffron were to be delivered to the 1<sup>st</sup> plaintiff in Port Harcourt.
6. The Plaintiff avers that 15839 Metric tons were delivered, 3398 quantities was discharged naked, 3753 short landed leaving a record shortage of 7051 Metric tons. A copy of cargo Manifest of bagged rice at Kakinada Port per vessel M.V. Cruiser is hereby attached and marked as exhibit A.
7. The Plaintiff avers that by a charter party agreement dated 4<sup>th</sup> August 2006, the 2<sup>nd</sup> plaintiff, acting on behalf of the 1<sup>st</sup> plaintiff contracted the Defendants

to convey and deliver to the 2<sup>nd</sup> plaintiff 22,900.00 metric tons of Indian Long Grain parboiled Rice, Non Basmati, 100 % Sorted Purchased from Suresh Maher Ltd of suit 784 BB 50 Town Range, Gaborito.

6. The Plaintiff avers that the 1<sup>st</sup> plaintiff was issued with a Pro forma Invoice No: PD/12 38/2006 dated 24<sup>th</sup> July 2006, LC No. L2006626U with form NO 1047927 ENCL#00027215A.
7. The Plaintiff avers that by the 2<sup>nd</sup> plaintiff's agreement with the Defendants, the 1<sup>st</sup> plaintiff's cargo was to be conveyed from Kokindia Port, India and delivered to the 2<sup>nd</sup> plaintiff at Tincon Lagos and Port Harcourt main sea Port. The bill of lading Nos. C1.2, C 02, C 03, C 06, C13 and C 15 respectively are hereby attached and marked as Exhibit C1, C2, C3 and C4.
8. The Plaintiff avers that the Defendants failed to discharged and deliver total agreed tonnage No. of 22,900.00 metric tons of 45,800.00 bags of each 50kg of Indian Long Grain parboiled Rice, Non Basmati, 100 % Sorted.
9. The Plaintiff avers that at all material times after the discharge following the total shortage of 3753 (short lading) at #2 per bag which amount to N57,500.00 and a sum total of 3308 bags valued at estimated sum of 25.2 per bag which amount to 83,361.60 caused by the defendants' negligence which resulted from the absence of coverage on the wall of the vessel wherein some bags contacted the wall of the vessel and due to water ingress or humidity became moist. The Defendants alongside their captain M. Ibadu of Master M.V. Cruiser and the Chief Officer of 1<sup>st</sup> Defendants vessel initiated an amicable settlement. The settlement was an optics used by the Defendants to deceive the Plaintiff in order to have the vessel sail out of jurisdiction and thus, the 1<sup>st</sup> Defendant sail out.
10. The Plaintiff avers that the Plaintiffs relied on the Defendants promise to pay for the shortage and cake bags valued at \$240,987.50 (Two hundred and forty thousand nine hundred and eighty seven dollars sixty cent.)
11. The Plaintiff avers that on the Defendants agreement to pay for the shortage, the Plaintiff obliged the Defendants requests to clear the 1<sup>st</sup> defendant from custom and immigration checks.
12. The Plaintiff avers that to the Plaintiff's greatest amazement after obtaining port clearance, the Defendants reneged from their agreement to pay for the said shortage and damages sequel to their clearance and is at the verge of sailing out of Nigeria without paying for the agreed sum.
13. The Plaintiff avers that after giving the Defendants vessel clearance to sail following their agreement to issue a letter of credit in favour of the Plaintiff covering the shortage aforesaid the 1<sup>st</sup> defendant vessel was cleared to create berthing space for other vessel to berth and discharge. The document evidencing clearance from Customs of Federal Republic of Nigeria is hereby attached and marked as exhibit D.

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16. The Plaintiff avers that the 1<sup>st</sup> defendant vessel is presently at Bonny Anchorage undergoing routine cleaning and maintenance.

WHEREFORE the Plaintiff claims against the Defendants as follows:

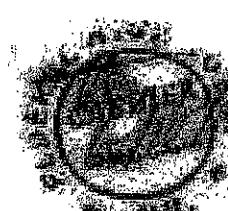
1. The sum of \$240,987.00 (Two hundred and forty thousand nine hundred and eighty seven dollars sixty cent) or alternatively, in its Naira equivalent of N3,730,264.00 (Thirty-three million seven hundred and thirty-eight thousand two hundred and six naira) being the value of loss and related damage delivered by Defendants to the Plaintiff.
2. An order of court compelling the Defendants to pay \$240,987.00 (Two hundred and forty thousand nine hundred and eighty seven dollars sixty cent) or alternatively, in its Naira equivalent of N3,730,264.00 (Thirty-three million seven hundred and thirty-eight thousand two hundred and six naira) being the sum agreed by the Defendants to be paid to the Plaintiff for the shortage and related losses of the 1<sup>st</sup> Plaintiff cargo.
3. The cost of this suit.

Dated 1<sup>st</sup> day of December 2008.



NIGERIAN MARITIME  
ADMINISTRATION AND SAFETY AGENCY  
Plaintiff/Applicant's Counsel  
Chambers Chambers  
31 Chancery Layout  
O/L Line, Port Harcourt

SERVICE ON THE DEFENDANTS  
C/S M/V CRUISER  
BONNY ANCHORAGE



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